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Mount Markham Central School
District And Mount Markham
Administrators Assn

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AGREEMENT

between the

MOUNT MARKHAM SCHOOL DISTRICT

and the

**MOUNT MARKHAM ADMINISTRATORS'
ASSOCIATION**

For the Period

July 1, 1995 - June 30, 1998

ONTARIO PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

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INTRODUCTION

The relationship between School Board Members and School Administrators in the Mount Markham Central School System is close, delicate and sensitive.

School Board Members are public officers and are elected trustees of public education. In our democratic society, they are the local governors of the public schools and are answerable only to the people for their stewardship of local public education.

The School Administrators are responsible for the administration of all school policies. The loyalty shared between School Board Members and the members of the Mount Markham Central School Administrative Association sets them apart from teachers. The administrator is the bridge between the people's trustees and the teachers. He must translate into action the people's desires and needs, and he can do so only with the active assistance of teachers.

Quality education has resulted from the harmonious relationship that has existed between the Board of Education and the Mount Markham Central School Administrators Association. The framework of this contract should allow this relationship to continue as we work together toward the solution of common problems and the attainment of common goals. We recommend a joint acceptance of the following code of ethics.

JOINT CODE OF ETHICS

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs:

1. The teacher and the school recognize that while the teacher participates in the formation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the responsibility of the board to determine final policy.
2. The Administrators and the School Board transacts all official business through proper channels and holds inviolate all confidential information.
3. The Administrators and the School Board recognizes their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views of religion, race or partisan politics.
4. The Administrators and the School Board agrees that due notice in fair time be given in all cases of appointments, resignations, or termination of service.

5. The Administrators and the School Board avoids disparagement of fellow workers and predecessors.
6. The Administrators and the School Board are impartial in all relationships with the pupil.
7. The Administrators and the School Board encourages able and promising students to enter the teaching profession.
8. The Administrators receives from the Superintendent candid appraisal of his work and help with his problems; the School Board requires such supervisory assistance.
9. The Administrators actively participates in the work of local, state and national professional education associations; the School Board actively participates in the work of township, county, district, states and national school boards associations.
10. The Administrators use ethical procedures in securing positions and maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
11. The Administrators accept no compensation from firms commercially interested in the school; no member of the School Board accepts such compensation.
12. The Administrators assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems, the school board provides conditions under which this can be accomplished.
13. The administrators endeavor to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board provides healthful teaching environments.
14. The Administrators develops through continued study, travel, participation in professional and community life, and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
15. The Administrator is proud of his profession; the School Board is proud of the administrators.

PREAMBLE

In order to effectuate the provisions of the "Public Employees Fair Employment Act" (Chapter 392 of the Laws of 1967 - amended L1969C24), and to encourage and increase effective and harmonious working relationships between the Mount Markham Central School District (hereinafter referred to as the "District") and the Mount Markham Central School Administrators Association (hereinafter referred to as the "Association"), and so that the cause of public education may best be served in the Mount Markham Central School District, THIS AGREEMENT IS MADE AND ENTERED INTO, by and between the School District and the Administrators Association.

ARTICLE I

RECOGNITION AGREEMENT

The Mount Markham Central School District recognizes the Mount Markham Administrators Association as the exclusive bargaining agent for all certified school administrators employed by the District during the regular school year. The term of such recognition shall be in accord with the Civil Service Law.

ARTICLE II

NEGOTIATIONS PROCEDURES

- 2.1 The Board and Association shall each designate a negotiation team which consists of a Chairman and Secretary and such other persons as mutually agreed upon.
- 2.2 Negotiations will be held at mutually agreed times.
- 2.3 Negotiations will begin no later than February first of each year. The negotiating team will exchange negotiation packages at the second meeting.
- 2.4 Both parties and/or the Chief School Administrator shall furnish each other, upon request, all available information pertinent to the issue(s) under consideration.

If the parties fail to agree to a particular item, negotiations will continue on other items and the parties will return to the item in question at a subsequent meeting.

No pronouncements shall be made to the press or any other news media regarding the specific content of negotiating sessions by the Board, the Association or any member of the Negotiating Teams prior to the determination by the New York State Public Employment Relations Board, or the mutual determination of the parties than an impasse exists.

An impasse in negotiations may be declared by either party with due notice in writing to the other. Resolution of the impasse shall be in accord with the rules and procedures of the New York State Public Employment Relations board.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of unit members through procedures under which they may present grievances free of coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its employees afforded adequate opportunity to dispose of their differences without the necessity of time consuming costly proceedings before administrative agencies and/or in the courts.

3.2 Definitions

3.2.1 A "grievance is a claim by any unit member or group of unit members in the negotiating unit based upon and limited to any claimed violations, misinterpretations, misapplication or inequitable application of this agreement.

3.2.2 The term "Supervisor" shall mean the Superintendent.

3.3 Procedures

- 3.3.1 All grievances shall include -- in writing -- the identity of the aggrieved party, the identity of the provision of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions (if known to the aggrieved party), a general statement of the nature of the grievance, and the redress sought by the aggrieved party.
- 3.3.2 The preparation and processing of grievances, insofar as practicable, will be conducted outside of class hours. All reasonable effort will be made to avoid interruption of students in any phase of the grievance procedure.
- 3.3.3 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the grievance.
- 3.3.4 Any aggrieved party and any party in interest will have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. The aggrieved party may be represented at any stage by any party in interest.
- 3.3.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, any other participant in the grievance or participation therein.
- 3.3.6 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and Association. The Chief School Administrator will then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.3.7 All documents, communications, and records dealing with the processing of grievances will be filed separately from the personnel files of the participant.

- 3.3.8 The Chief School Administrator will be responsible for accumulating and maintaining an Official Grievance Record. The Official Grievance Record will be available for inspection and/or copying by the aggrieved party, the parties in interest, and the Board, but it is not to be deemed a public record.

3.4 Time Limits

- 3.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement only.
- 3.4.2 No unwritten grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within (30) school days after the unit member knows or should have known of the act or condition upon which the grievance is based.
- 3.4.3 If a decision at the first stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal in regard to this grievance shall be barred.
- 3.4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit will permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 3.4.5 In the event that a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced by agreement of the parties concerned so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

For the purpose of processing grievances that carry over into the summer, school days as referred to in this procedure shall be days when the District Offices are officially open, except that no such days shall be counted during the normal vacation period of the administrator at whose level the grievance is being processed.

3.5 Stages

3.5.1 Informal Stage

- a. Nothing contained herein will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted informally without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. If the aggrieved party desires, the Association representatives may be present at such adjustments and states their views on the grievance(s). In the event that the grievance is adjusted without formal determination, such adjustment will be binding on the aggrieved party and will, in all respects be final. Said adjustment will not create a precedent of ruling binding upon either of the parties to this agreement in future proceedings.
- b. If no satisfactory decision is reached, the aggrieved party shall take his grievance to the Grievance Committee of the Association.

3.5.2 Stage 1: Immediate Supervisor

- a. Within five (5) school days after receipt of the written grievance from a unit member, the immediate supervisor will hold a hearing with the unit member.
- b. The immediate supervisor will render a decision in writing to the unit member within five (5) school days after the conclusion of the hearing.

3.5.3 Stage 2: Chief School Administrator

- a. If the unit member is not satisfied with the decision at Stage 1, the unit member will file an appeal in writing with the Chief School Administrator within five (5) school days after receiving the decision at Stage 1.
- b. Within five (5) school days after receipt of the written appeal from a unit member, the Chief School Administrator may hold a hearing with the unit member.

- c. The Chief School Administrator will render a decision in writing to the aggrieved within ten (10) school days after the grievance is submitted to him.

3.5.4

If the grievance is not satisfactorily resolved at Stage 3.5.3, the Association may request that the American Arbitration Association submit a list of seven (7) arbitrators. A copy of such request will be submitted to the Chief School Officer. Upon receipt of the list of arbitrators, the Chief School Officer or his designee will meet with an authorized representative of the Association to select the arbitrator by alternate striking of names.

- a. Once selected, the arbitrator will proceed in accord with the rules of the American Arbitration Association.
- b. The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any provision of this agreement.
- c. The authority of the arbitrator in dismissal cases shall be limited in accord with Article VI.
- d. Except for the specific limitations resulting from 3.5.4.c above, the decision of the arbitrator will be final and binding on the parties.
- e. Costs of the arbitrator's services shall be borne equally by the parties.

ARTICLE IV

WORKING CONDITIONS

4.1 Personnel File

Any employee shall have the right upon written request with reasonable notice, to review the contents of his permanent personnel file in the district office. This review will exclude such "confidential" materials as recommendations from former employers and college placement folders. An employee may, at his or her option, elect to have an Association representative present during the review of the file.

4.2 Transfers

An administrator can be transferred to another position temporarily if an emergency occurs. The following terms will be followed:

1. The Board of Education shall make a sincere effort to fill the vacancy within 30 days of the emergency, and in no event will the transfer be more than 90 days in any school year or per occurrence.

4.3 Work Year

The work year shall be for a period of eleven months with the working schedule during the recess to be jointly agreed upon by administrator and superintendent. The work schedule during the Christmas and Easter recesses shall be on a needs basis as jointly agreed upon by the administrator and superintendent.

4.4 Fair Dismissal and Notification Dates

It was agreed that we would follow the N.Y.S. Tenure and dismissal laws for administrators dismissal. Any non-tenure administrator to be dismissed must be notified in writing by March 1st. Failure to be contacted in writing will result in a one year extension of his contract.

4.5 Professional Improvement

It is necessary to be aware of new laws, regulations, and trends in education. Local or state meeting are one way of accomplishing this goal. Each year, one administrator will be permitted to attend the State Administrators Meeting and one Administrator will be allowed to attend a national convention. Attendance at local meetings should be at the discretion of the superintendent.

4.6 Holidays

Administrators shall have the same 12 holidays as 12 month employees of the school district.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Right to Membership

No unit member shall suffer any professional disadvantage by reason of his membership in the Association or participation in its lawful activities.

5.2 Dues Deductions

The School District agrees to deduct from the salaries of unit members dues for the Mount Markham Central School Administrators Association.

5.3 Professional Dues

The District will pay the dues for all unit members to one of the following professional associations of his/her choice:

SAANYS	State Administrators Association of New York State
NASSP	National Association of Secondary School Principals
NAESP	National Association of Elementary School Principals
ASCD	Association for Supervision and Curriculum Development

ARTICLE VI

PROTECTION

6.1 Litigation

6.1.1 The School District agrees to save harmless all Administrators from financial loss arising out of any claim, demand, suit or judgement by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such Administrator, at the time of the accident or injury, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board of Education of the School District.

- a. Administrators will immediately report to their superintendent all cases of assault suffered by them in connection with their employment. This report must be in writing.

- b. An Administrator should report immediately to the Superintendent any incident, especially one involving physical contact with a student, that might lead to a claim of injury against the teacher or the District.

6.2 Workers' Compensation

- 6.2.1 The School District will carry Workers' Compensation Insurance which will provide complete and unlimited medical care for the entire period of disability subject to the limits of law and the rules of the carrier.

6.3 Premium Reimbursement

- 6.3.1 The School District shall reimburse a unit member for any additional premiums on his personal auto insurance resulting from an accident occurring on trips authorized by the Administration, provided that the unit member was not negligent, as determined by a court of law, in the operation of his vehicle. Premium reimbursement shall be limited to three (3) years.

ARTICLE VII

HEALTH INSURANCE/DENTAL INSURANCE

- 7.1 The Administrators will have the same plans as the Mount Markham Teachers Association and will contribute the same percentage toward premiums.

ARTICLE VIII

LEAVES

8.1 Sick Leave

- 8.1.1 Returning unit members shall be entitled to thirteen (13) personal sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. For the initial year of employment such days shall not be credited until a new employee has actually worked. Unused sick leave days shall be accumulated from year to year, up to two hundred twenty five (225) days.

- 8.1.2 Time required for corrective, preventive and or remedial treatment shall be considered legitimate sick leave.
- 8.1.3 Pregnancy, miscarriage, abortion, or childbirth as well as the recovery therefrom, as determined by the attending physician, shall be covered by sick leave.
- 8.1.4 Three (3) days per year of sick leave may be used for illness in the immediate family (spouse, child, or any other relative who lives in the employee's household or for whose care the employee is responsible).
- 8.1.5 Unit members shall be notified in writing during the first month of school as to the total amount of sick leave they have accumulated.
- 8.1.6 Unit members absent for six (6) or more consecutive days may be required to provide the District Office with a doctor's release prior to returning to work.

8.2 Sick Leave Extension/Sick Bank

The Board of Education will provide 75 sick days for administrators who have not accumulated that many days. If an administrator uses all of his sick leave, he may borrow from the Administrator Sick Leave Bank. Administrators can voluntarily contribute a maximum of 20 days each to the sick bank.

8.3 Temporary Leaves of Absence

8.3.1 Personal Leave

Three (3) days per year for personal reasons. Written notification of date of use to be submitted to the Superintendent two days in advance except in case of emergency. Such leave is not to be used to extend a vacation period or holiday except in an emergency. Unused personal leave will accumulate as sick leave.

Personal leave is provided so that employees may attend to personal business that cannot reasonably be done at another time. It is not to be used to accept reimbursement for services performed elsewhere.

8.3.2 Death in the Immediate Family

Up to five (5) days for each occurrence, not deductible from sick or personal leaves. Immediate family is described as follows: The immediate family is limited to father, father-in-law, mother, mother-in-law, husband, wife, son, daughter, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents, grandchildren, guardian or any other relative who at the time of death is residing in the home of the employee.

8.3.3 Association Leave - Time

Time necessary for Association representatives to attend conferences and conventions; the representation should be limited to a total of two (2) teaching days.

8.3.4 Legal Appearance Leave

- a. Leave shall be granted with pay for an administrator to take part in legal proceedings connected with his employment or with the school system.
- b. Leave shall be granted with pay for an administrator on jury duty. A unit member taking such leave shall reimburse the School District for any fees he receives as a witness or juror, with the exception of any travel expenses.

8.4 Extended Leaves of Absence

8.4.1 Military Leave

The Board of Education shall follow the requirements as stated in the law.

8.4.2 Child Care Leave

The administrators will have the same policy as the teachers contract.

8.4.3 Personal Reasons

A leave of absence without pay or increment of up to one year may be granted for personal reasons, at the discretion of the Board of Education, after the administrator has served the district for four years. The Board of Education may grant a personal leave, for up to one year, within the first four years in the event of a catastrophic situation such as the loss of a spouse.

8.4.4 Sabbatical Leave

Administrators will have the same provisions as outlined in the Mount Markham Teachers Association agreement.

8.4.5 Longevity

The administrator will follow the same program as the teachers. They will receive a longevity raise after the 20th and 25th year of credited service.

8.4.6 Graduate Hours

The Administrators Association shall have available \$2000 per year (non-cumulative) for graduate work relative to their area of employment.

8.4.7 Retirement Incentive

A retirement incentive policy will be established as follows:

\$3,500 base amount if the Administrator retires at age 55,
or

\$1,750 at age 56 - nothing thereafter.

\$15/day for 1/2 of unused days. The maximum number of days to be paid would be 112.5 days.

8.5 Unused Leave Reimbursement

Upon the termination of employment of any unit member he/she shall be reimbursed for all unused sick and personal leave time at the rate of \$20 per day. To be eligible for this reimbursement, a unit member must have completed a total of five (5) years of service to the school district.

ARTICLE IX

SALARY/BENEFITS

9.1 Salary

9.1.1 Salary increases for all administrators will be as follows:

1995-96 3% calculated on a base of the combined salaries of Mr. Bosch, Ms. Rudd, and Mr. Skahill

1996-97 2.5% calculated on a base of the combined salaries of all four M.M.A.A. members

1997-98 2.5% calculated on a base of the combined salaries of all four M.M.A.A. members

9.2 Term Life Insurance

Term Life Insurance - \$25,000 policy per unit member will be paid in full by the District. The plan will be mutually agreed upon by the Superintendent of Schools and the Mount Markham Administrator's Association.

9.3 A stipend of \$475 per administrator each year of the contract to be used by the administrator for insurance needs only.

9.4 Physical Examinations

A free physical examination will be provided by the school physician at no cost to each unit member. The District agrees to pay the first fifty (50) dollars for any tests or laboratory work desired beyond insurance coverage.

ARTICLE X

SCOPE AND DURATION

- 10.1 The parties recognize that this agreement has been entered into pursuant to the "Public Employees Fair Employment Act". If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid and the parties shall attempt to revise the provisions to the extent permitted by law, and all other provisions and applications will continue in full force and effect.
- 10.2 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 10.3 This agreement constitutes School District Policy for the term of said agreement, and the District and Association will carry out the commitments contained herein.
- 10.4 This agreement is for the period from July 1, 1995 to June 30, 1998.

FOR THE DISTRICT

FOR THE ASSOCIATION

Walter L. Young

DATE: 1-5-96

John J. Shultz

DATE: 1/5/96